

## REQUEST FOR QUOTATIONS - CONSTRUCTION

### A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit.

\_\_\_\_\_ Total Price

### B. SCOPE OF WORK

#### 1.0 Introduction

- 1.1 The U.S. Embassy in Luxembourg [Embassy] has a requirement to obtain Construction Services for replacing the balcony roof on the Ambassador's Residence [CMR]. The proposed Terrace deck replacement shall comprise removal of the existing concrete pavers, pedestals, insulation and membrane, correction of the drainage problem that currently results in standing water under the pavers, installation of a new waterproof membrane, insulation and reusing the existing pedestals and pavers. The contractor shall also repair all water damage in the portion of the CMR below the terrace, to include plastering, repainting, replacing or refurbishing woodwork and any other elements, as necessary, and ensuring the affected area is both structurally sound and substantially aesthetically similar to the original.
- 1.2 The Contractor shall provide quantity surveyors and construction personnel as needed to complete the services that meet the technical requirements in this Statement of Work [SOW].
- 1.3 It is expected that the Contractor shall partner closely with Embassy personnel, on-site Project Director [PD] and the Overseas Buildings Operations [OBO].
- 1.4 The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.
- 1.5 In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

#### 2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor shall provide the facilities support to provide a site survey, material procurement and construction, to complete this project.
- 2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for project completion shall be 30 days from Contract Award

2.3 The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation of the CMR functions caused by the proposed construction.

2.4 The Contractor shall be required to prepare reports, bill of materials, quality control schedules and construction costs. These documents shall provide the necessary interfaces, coordination, and communication among the Project Director, Embassy, OBO, constructor, and special disciplines for the delivery of a completed roof replacement project.

### **3.0 CONTRACT ADMINISTRATION**

3.1 The Contractor shall not conduct any work that is beyond this Statement of Work unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW without direction from the CO will be at the Contractor's own risk and at no cost to the USG.

3.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

3.3 The Contracting Officer may designate one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointment, including explicit authority delegated to the COR and their responsibilities.

3.4 The USG does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

3.5 The USG review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

3.6 The USG has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The USG may perform quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the Construction Documents.

3.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.



3.9 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The USG may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the USG that is directly related to the performance of such service or terminate the contract for default.

3.10 The USG has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the USG.

#### **4.0 RESPONSIBILITY OF THE CONTRACTOR**

4.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

4.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.

4.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.

4.4 All documentation produced for this project will become the ownership of the USG at the completion of this project.

4.5 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor shall assure that the project is constructed to be easily maintained or replaced with readily available materials and services. Emphasis shall be placed on the compatibility of materials to maximize uniformity.

4.6 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.

4.7 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the PD and COR.

4.8 The Contractor shall be and remain liable to the USG in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the USG

provided for under this contract are in addition to any other rights and remedies provided by law.

## **5.0 PRE-CONSTRUCTION REQUIREMENTS**

5.1 The Contractor shall examine all the documents and visit the construction site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent allowance will be made to the Contractor for neglect of the existing conditions.

5.2 Provide a statement that the Contractor's company and all roofing personnel are certified by the roofing manufacturer are qualified to install manufacturer's roofing materials and are experienced in installation of roofing systems similar to type and scope required for the work.

5.3 The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the cost and schedule of the project. The QCS and PSP are intended to document the entire project from beginning to end.

5.4 Submit a copy of a Contractor's Roofing Guarantee covering the work including roofing membrane, membrane flashing, and roofing accessories, labor and equipment for a period of five [5] years at no cost to the USG signed by the Contractor.

5.5 Submit a copy of the Roofing Manufacturer's Material Service Warranty including flashing signed by an authorized representative of roofing system manufacturer, on a standard form that was published with their product data for a period of ten [10] years.

5.6 Develop and submit a Bill of Materials [BOM] and product data of all materials to be used in the project. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. This document will be used by the USG to approve all equipment and materials.

## **6.0 CONSTRUCTION REQUIREMENTS**

6.1 No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.

6.2 The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the roof replacement project. All workmanship shall be of good quality and performed in a skillful manner as determined by the PD and COR.

6.3 All materials and equipment incorporated into the project shall be new unless noted otherwise [i.e. pavers]. The Contractor shall transport and safeguard all materials and equipment



required for construction. Obtain primary roofing products and flashings, from a single manufacturer which has successfully produced these materials for ten years.

6.4 The Contractor shall have limited access to or be admitted into any building on the compound outside the areas designated for the project except with permission by the PD.

6.5 The Contractor will be permitted to use the area within the compound for operation of his construction equipment and temporary facilities. The Contractor is responsible for obtaining any additional off compound storage areas required.

6.6 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the PD.

6.7 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water, power, and telephone lines. All temporary connections to local water, power, and telephone lines shall be coordinated with the Embassy.

6.8 When adverse weather conditions prevent the permanent roofing system from being installed, the Contractor shall maintain on-site equipment necessary to apply emergency temporary edge seal in the event of sudden storms or inclement weather. The temporary seal shall be completely removed prior to proceeding with the new roofing system.

6.9 At the end of each work day, or notification of a temporary stop order, the Contractor shall temporarily seal the roof to prevent water intrusion and notify the PD of the temporary seal locations. Beginning the next work day, remove the temporary seal before continuing the project.

6.10 The Contractor shall provide surplus materials to the Embassy for future maintenance and repair. Provide a minimum of ten pavers and one roll of membrane.

## **7.0 SPECIFICATIONS**

### **7.1 Removals:**

- Temporarily remove all existing equipment, planter boxes and fences during the project as directed by the PD.
- Remove existing concrete pavers and save for reuse.
- Inspect the pavers for significant damage, warpage or cracks.
- Store pavers in an area not to over load the structure.
- Provide matching replacement pavers.
- Coordinate roof drain work with the Embassy.
- Remove existing membrane and flashings down to the deck
- Contractor shall remove debris daily from the site.

### **7.2 Membrane Products:**

- Concrete-Deck/Modified Bitumen Membrane/Fully Adhered Sheet Membrane/Smooth Surfaced:
- Membrane Base and Top Ply: Smooth-surfaced, fiberglass/polyester reinforced, mastic applied or torch grade plastic film on bottom surface SBS modified bitumen sheet. Per ASTM D 5147
- Manufacturers: "Paradiene FM" by Siplast, "Elastophene Flam" by Soprema, "Icopal Base 400P" by Icopal or approved equal.
- Thickness: 4.5 mm/177 mils
- Baseflashing System for SBS Modified Bitumen Membrane Torch or Mastic Applied Products: Manufactures: "Paradiene 14" by Siplast, "Elastophene Flam FR Granules" by Soprema, "Icopal Top 400P" by Icopal or approved equal.
- Slip Sheet: 0.5mm (20 mil) polyethylene sheeting.
- Prefabricated Drainage Course: A composite drainage system consisting of a three-dimensional, crush-proof, drainage polymeric dimpled core and a non-woven filter fabric bonded to the core dimples, and a polymeric protective film adhered to the back of the dimpled core such as "Miradrain 6200" by Mirafi Moisture Protection Products, "J-Drain 420" by JDR Enterprises, or "Ameridrain 500" by American Wick Drain Corp.
- Loose Laid Insulation: Extruded polystyrene foam board, 24 to 26 kg/m<sup>3</sup> density, 276 kN/m<sup>2</sup> (40 psi) compressive strength, ASTM C-578-85, 50mm (2-inch) thick, 600mm by 2,400mm (24-inch by 96-inch) sized boards with drainage channels along side edges of panels such as "Styrofoam Roofmate" by Dow Chemical Co., or approved equal.
- Filter Fabric: Non-woven polyester filter fabric, weight 140 g/m<sup>2</sup>, white in color, such as "Typan" by Dupont or "Poly Separation Layer" by GAF.
- Termination Bar: 3mm thick, 25mm wide extruded aluminum bar with flat profile, factory punched oval holes 6mm by 9mm spaced 150mm on-center: "TB 125" by The TruFast Corp.

### 7.3 Paver Products:

- Precast Stone & Concrete Paver: Precast concrete paver, minimum 20,670kN/m<sup>2</sup> (3,000 psi), concrete color and finish to match existing with smooth bottom and top surfaces, rounded or beveled edges and corners.

### 7.4 Accessories:

- Mastic Sealant: Polyisobutylene (plain or bituminous-modified), non-hardening, non-migrating, non-skinning, and non-drying.
- Asphalt Primer: ASTM D 41.
- Pourable Sealer: Pitch Pan Filler and Bonnet; Elastomeric Joint Sealant conforming to ASTM C 920, ASTM C 719, and ASTM C 1248. (Replace bonnet to match existing in kind). "Pourable Sealer S-10" by Firestone.
- Sealant: one part polyurethane caulking, Vulkem 45



- Metal Edge Trim Counter flashing: Galvanized steel 24 gage, form into continuous sheets with integral drip edge, fasteners at 300 mm on center
- Metal Coping [repair]: Copper to match existing, form into continuous sheets with integral drip edge, fasteners at 300 mm on center
- Sheet Lead: FS QQ-L-201, Grade B; 120n/m<sup>2</sup> (2-1/2 pound) per square foot minimum as used for pipe and vent flashing, 140n/m<sup>2</sup> (4 pound) per square foot minimum as used for roof drains.
- Non-shrink Grout: Nonshrink, noncorrosive, grouting compound; CRD-C-621, Type D, such as "SonogROUT 10K", Sonneborn Building Products, or approved equal.
- Roof Drains: To match existing size and shape.

#### 7.5 Fasteners:

- Fasteners for securing sheet metal items to concrete substrate shall be a pre-assembled drive anchor with a stainless steel drive screw, a lead/zinc alloy expansion anchor body (6mm [1/4-inch] diameter, 38mm [1-1/2-inch] length) and a stainless steel washer with integral rubber seal (28mm [1-1/8-inch] diameter): "Zamac Hammer-Screw" as manufactured by Powers Rawl.
- Fasteners for securing wood blocking to concrete substrate shall be sleeved stud expansion bolt, 13mm (1/2-inch) diameter (minimum), with 18mm (3/4-inch) diameter steel washer: "Kwik Bolt II" by Hilti.

#### 7.6 Preparation:

- Sweep loose dirt/debris from deck by hand.
- Remove oil and grease with a commercial grade alkaline cleaner; thoroughly rinse and dry.
- Paint any exposed rebar with a rust inhibitive epoxy paint.
- Patch and repair damaged areas with concrete patching materials. Patch spalled areas with a non-shrink grout.
- At pitch pans, remove loose and existing filler complete. Clean area in accordance with filler manufacturer's instructions and recommendations. Remove debris and other residues with a commercial grade alkaline cleaner; thoroughly rinse and dry.
- At termination bar, remove loose fasteners and clean all debris and deteriorated sealant from bar. Remove excess material from behind bar to provide uniformity after reattachment.
- At loose seams and punctures in existing exposed membrane, clean all debris from loose/disbonded seams and punctures. Cut away shredded and/or torn membrane.
- Apply patching membrane and/or seam sealant to repair areas prior to applying base sheet.

#### 7.7 Modified Bitumen Membrane Installation:

- Apply asphalt primer to entire deck surface at 0.4 liters/square meter and allow to dry
- Shingle membrane in proper direction to shed water
- Torch-apply by heating membrane in accordance with manufacturer's recommendation to achieve continuous edge flow and complete bond or by using approved mastic.
- Overlap sides minimum 3 inches (75 mm) and end laps minimum 6 inches (150 mm).
- Extend modified bituminous sheet to 2 inches (50 mm) at perimeter.
- Extend perimeter multiple ply flashing a minimum of 6 inches (150 mm) onto modified bituminous sheet roofing.

- Install second ply of modified bitumen in similar fashion. Stagger top ply of modified 18" from bottom ply laps.
- Where roof accessories are set on modified bituminous sheet roofing, set metal flanges on a secondary sheet of membrane and seal with bead of roofing cement
- Fire extinguishers shall be kept on site at all times during torch applied membrane installations.
- Loose lay one ply of plastic sheeting over the membrane as a slip sheet.
- Install drainage course loose laid over the slip sheet.
- Install loose laid extruded polystyrene insulation.
- Install filter fabric.

#### 7.8 Paver Installation:

- Over the insulation and filter fabric reinstall the paver pedestals. Pedestals are to be installed to provide a level surface.
- Install pavers on the pedestals.

#### 7.9 Metal Work:

- Lap adjacent sections of receivers and counterflashings a minimum of 100mm. Apply a continuous bead of sealant in lap.
- Secure new flashing to existing or new receiver utilizing self-tapping screws spaced 150mm on-center.
- Penetration Pans:
  - Fully solder joints and connections.
  - Prime top and bottom of flanges.
  - Fill penetration pan to within 25mm (1-inch) of top of pan with non-shrink grout. Fill remainder of pan with pourable sealer.
- Pipe and Vent Stacks:
  - Prime top and bottom flanges of lead flashing sleeve. Set flange in uniform troweling of plastic roof cement. Prime top side of flange to receive strip-in membrane.
  - Fold lead sleeve down inside pipe a minimum of 25mm (1-inch). Apply a continuous bead of sealant on inside of pipe prior to folding lead sleeve.

#### 7.10 Roof Drain:

- After field sheet of membrane base ply has been applied, install lead flashing sheet. Strip-in lead flashing with base flashing base ply sheet extending a minimum of 100mm (4-inches) beyond edge of lead flashing sheet.
- Install membrane top ply centered over drain and extending under clamping ring.
- Install clamping ring and secure.

7.11 Reinstall all existing equipment, planter boxes and fences that were removed at the beginning of the project.

## 8.0 CRITERIA



8.1 The contractor shall construct the balcony roof replacement project in accordance with U.S. codes and standards. OBO will review and comment on the Contractor's submissions using the following codes and standards:

Underwriters Laboratory Requirements for a Class A fire-rated roof assembly

Factory Mutual wind uplift requirements

National Roofing and Contractors Association, Roofing and Waterproofing Manual

Sheet Metal and Air Conditioning Contractors National Association for roof system details

American Society for Testing & Materials, roofing, waterproofing & bituminous materials

International Building Code, to include structural load and roof drainage requirements

## **9.0 Deliverable Schedule**

9.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance of the plaza deck replacement project including final cleanup of the premises within the contract period specified.

9.2 Milestones:

Contractor Site Survey	August 6 <sup>th</sup> , 2009
Award of Contract	August 17 <sup>th</sup> , 2009
Pre-construction Submittals	5 days of NTP
USG Review	Up to 20 days
Construction Begins	August 24 <sup>th</sup> , 2009
Construction	30 days
Period of Performance to Completion	90 days

9.3 Project Completion: Furnish surplus roofing materials, one copy of maintenance and operating information, warranties, and catalog cuts of all items installed.

## **10.0 SECURITY CLEARANCES**

10.1 No security clearance is required but the contractor and contractor personnel shall be approved by the RSO.

## **11.0 PAYMENTS**

11.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer. The Contractor may submit requests for progress payments at monthly intervals to cover the value of labor and materials completed to date. In making progress payments, there shall be retained 10% of the amount due until final completion.

11.2 The Contractor shall submit two copies of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily

performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.

11.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate and Five Year Workmanship Guarantee attached.

### **C. PACKAGING AND MARKING**

Mark materials delivered to the site as follows:

N/A

### **D. INSPECTION AND ACCEPTANCE**

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

#### Substantial Completion: Definitions

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

#### Use and Possession upon Substantial Completion

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed,



completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

#### Final Completion and Acceptance: Definitions

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

#### Final Inspection and Tests

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

#### Final Acceptance

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

## **E - DELIVERIES OR PERFORMANCE**

### **52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to:

- (a) commence work under this contract within 7 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,

- (c) complete the entire work ready for use not later than 35 days after the date the Contractor receives the notice to proceed.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

#### 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of USD 700 for each calendar day of delay until the work is completed or accepted.

- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

#### CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 5 calendar days after receipt of an executed contract".

- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

- (e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### Notice Of Delay



If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

#### Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

#### Working Hours

All work shall be performed during the hours from 08:30 to 17:00, excluding Embassy holidays. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

#### Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Section G. Securities/Insurance	1	10 days after award	Contracting Officer
Section E. Construction Schedule	1	5 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
SectionD Request for Final Acceptance	1	5 days before inspection	COR

**F ADMINISTRATIVE DATA****652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)**

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Mr. Virgile Mayol.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.



## G. SPECIAL REQUIREMENTS

### Performance/Payment Protection

The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price.

The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

### Insurance

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in US Dollars:

Per Occurrence	\$100,000.00
Cumulative	\$400,000.00

2. Property Damage on or off the site in US Dollars:

Per Occurrence	\$500,000.00
Cumulative	\$1,000,000.00

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as

provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

### Document Descriptions

**Supplemental Documents:** The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

**Record Documents.** The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

**"As-Built" Documents:** After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

### Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site



without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

#### Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 7 days to perform. For each individual the list shall include:

Full Name  
Place and Date of Birth  
Current Address  
Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the

site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

### Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

### Special Warranties

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

### Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

### Zoning Approvals and Permits

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.



## H. CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (MAR 2009)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (MAY 2008)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.225-10	Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (FEB 1990)
52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)

52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (FEB 2009)
52.245-9	Use & Charges (JUNE 2007)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

#### 52.204-7 Central Contractor Registration (JULY 2006)

##### (a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.



"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

- (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.



(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

The following clause is included by reference:

FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)

## DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

### 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(end of clause)

## DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

(1) Provide appropriate safety barricades, signs and signal lights;

(2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;

(ii) Work at heights above two (2) meters;

(iii) Trenching or other excavation greater than one (1) meter in depth;

(iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.



(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

#### 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the

address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.



**I. LIST OF ATTACHMENTS**

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO.PAGES</u>
Attachment 1	Standard Form 25, "Performance and Guaranty Bond"	2
Attachment 2	Standard Form 25A, "Payment Bond"	1
Attachment 3	Sample Bank Letter of Guaranty	1
Attachment 4	Breakdown of Price by Divisions of Specifications	1
Attachment 5	Drawings	1

## J. QUOTATION INFORMATION

### A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

### B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
I	Standard Form 18 including a completed Attachment 4, " <u>BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS.</u> "	<u>3</u>
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	<u>3</u>

Submit the complete quotation to the address indicated on Standard Form 18, if mailed, or the address set forth below, if hand delivered.

US Embassy Luxembourg \_\_\_\_\_  
 Attn: GSO \_\_\_\_\_  
 22, Boulevard Emmanuel Servais \_\_\_\_\_  
 L-2535 Luxembourg \_\_\_\_\_



The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project;

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the

site where the work will be performed.

(b) A site visit has been scheduled for Thursday, August 6<sup>th</sup>, 2009

(c) Participants will meet at the US Embassy Luxembourg, 22, boulevard Emmanuel Servais, L-2535 Luxembourg.

#### D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between USD 25,000 and USD 100,000.

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR

#### F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.  
<http://www.statebuy.state.gov>

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.



## K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

## SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

**[Note to Contracting Officer: Only include this provision if the estimated amount of your procurement exceeds USD 2500.]**

L.3 52.204-8 Annual Representations and Certifications. (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is  
236118.

(2) The small business size standard is \_\_\_USD 28,500,000\_\_\_.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.204-5, Women-Owned Business (Other Than Small Business). Reserved

(ii) 52.214-14, Place of Performance—Sealed Bidding Reserved.

(iii) – (xii). Reserved

(iv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(v) 52.223-4, Recovered Material Certification This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(vi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(vii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.

(Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.



(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—  
Certification.

(xix) Reserved

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below **[Offeror to insert changes, identifying change by clause number, title, date]**. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

#### L.4. 52.225-18 Place of Manufacture (Sept 2006)

(a) *Definitions*. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

#### L.5 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_



L.6 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Luxembourg–

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

***ATTACHMENT #1***

Standard Form 25, "Performance and Guaranty Bond"



## E. Standard Form 25

<b>PERFORMANCE BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045												
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, MVR, Federal Acquisition Policy Division, GSA, Washington, DC 20405.														
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>(Check one)</i> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL   <input type="checkbox"/> JOINT VENTURE         </div> <div> <input type="checkbox"/> PARTNERSHIP   <input type="checkbox"/> CORPORATION         </div> </div> STATE OF INCORPORATION													
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <div style="display: flex; justify-content: space-between;"> <div>CONTRACT DATE</div> <div>CONTRACT NO.</div> </div>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND														
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS											

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270d), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1. _____ <div style="text-align: center;">(Seal)</div>	2. _____ <div style="text-align: center;">(Seal)</div>	Corporate Seal
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. _____ <div style="text-align: center;">(Seal)</div>	2. _____ <div style="text-align: center;">(Seal)</div>	
NAME(S) <i>(Typed)</i>	1. _____	2. _____	
CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1. _____	Corporate Seal
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	

## F. STANDARD FORM 25 (BACK)

CORPORATE SURETY (IES) (Continued)				
SURETY B	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY C	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY D	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY E	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY F	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY G	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

  

BOND PREMIUM	RATE PER THOUSAND (\$)	TOTAL (\$)
--------------	------------------------	------------

## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.



*ATTACHMENT #2*  
Standard Form 25A, "Payment Bond"

## E. Standard Form 25A

<b>PAYMENT BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045												
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.														
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION (X one)  <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION													
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">CONTRACT DATE</div> <div style="width: 55%;">CONTRACT NO.</div> </div>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND														
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS											

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1. _____	2. _____	3. _____	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. _____	2. _____		
	(Seal)	(Seal)		
NAME(S)	1. _____	2. _____		
<i>(Typed)</i>				
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT
				\$
	SIGNATURE(S)	1. _____	2. _____	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	
				Corporate Seal

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is usable

STANDARD FORM 25A (REV. 10-88)  
Prescribed by GSA, FAR 148.019(i) 53.2.228(c)



## F. STANDARD FORM 25A (BACK)

CORPORATE SURETY(IES) (Continued)				
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1.	2.	

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 281) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT #3  
***SAMPLE LETTER OF BANK GUARANTY***

Place [      ]  
 Date [      ]

Contracting Officer  
 U.S. Embassy, [Post name]  
 [Mailing Address]

Letter of Guaranty No. \_\_\_\_\_

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

\_\_\_\_\_  
 Depository Institution: [Name]

Address:

Location: \_\_\_\_\_

Representative(s): \_\_\_\_\_

State of Inc.: \_\_\_\_\_

Corporate Seal:

\_\_\_\_\_  
 Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.



## ATTACHMENT #4

**UNITED STATES DEPARTMENT OF STATE  
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

**(1)DIVISION/DESCRIPTION (2)LABOR (3)MATERIALS (4)OVERHEAD  
(5)PROFIT (6)TOTAL**

1. General Requirements  
2. Site Work

3. Concrete  
4. Masonry

5. Metals  
6. Wood and Plastic

7. Thermal and Moisture  
8. Doors and Windows

9. Finishes  
10. Specialties

11. Equipment  
12. Furnishings

13. Special Construction  
14. Conveying Systems

15. Mechanical  
16. Electrical

**TOTAL: USD**

Allowance Items:

**PROPOSAL PRICE**

**TOTAL: USD**

Alternates (list separately do not total)

**Offeror:**

**Date**

**PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS**

ATTACHMENT #5  
Drawings

PROTECTED MEMBRANE ROOF CONFIGURATION

